

# DECISION



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

**FILE:** B-219550 **DATE:** October 23, 1985  
**MATTER OF:** J. R. Cheshier Janitorial  
**DIGEST:**

Allegation that invitation for bids for cleaning services is ambiguous because it does not state whether the contractor may provide one person for a work "crew" is without merit where, read as a whole, the solicitation can only reasonably be read as permitting a crew to consist of one or more persons.

J. R. Cheshier Janitorial protests the award of a contract by the United States Corps of Engineers under invitation for bids (IFB) No. DACW68-85-B-0020, issued February 22, 1985, for comfort station cleaning services at Charbonneau, Levey, Fishhook, and Hood Parks in Walla Walla and Franklin Counties, Washington. Cheshier contends that the specifications are ambiguous and seeks cancellation of the IFB and resolicitation of the Corps' requirements. We deny the protest.

Five bids were received in response to the IFB; four ranged from \$52,299 to \$80,460, while Cheshier's was \$256,910.

On March 27, 1985, Cheshier protested to the contracting agency, asserting that the other four bidders had misinterpreted the specifications. The RFP requires that "two crews" work simultaneously on certain days when park use is expected to be high, and Cheshier states that this must be interpreted to require at least four individuals, since "crew" refers to more than one person. Cheshier based its bid on this understanding and now argues that the other bidders cannot provide the required number of personnel at their bid prices. Cheshier's protest to our Office follows an agency-level denial.


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Cheshier states that the word "crew" is defined in plural terms, not singular, and that a crew cannot consist of one person. The protester points to two portions of the specifications to support this conclusion: the requirement for two crews to work on certain days and the requirement that each cleaning crew have one person who is designated as a quality control representative. Cheshier argues that if each crew must have a quality control representative, then the term "crew" must mean more than one. While arguing for only one reasonable interpretation, Cheshier submits that the IFB is, at a minimum, ambiguous and should be canceled.

The mere allegation that something is ambiguous does not make it so. Terms may be somewhat confusing without constituting an ambiguity, provided that an application of reason would serve to remove the doubt. Thus, an ambiguity exists only if two or more reasonable interpretations are possible. JVAN, Inc., B-202357, August 28, 1981, 81-2 CPD ¶ 84. In this case, we find that the protester has not met its burden of affirmatively proving that the specifications lack sufficient clarity. The alleged ambiguity relating to the term "crew," in our view, does not exist. A solicitation must be read as a whole and in a manner that gives effect to all provisions in it. Roach Manufacturing Corp., B-208574, May 23, 1983, 83-1 CPD ¶ 547. Here, the specifications are written in performance terms, with a clear statement of the cleaning services required, and it is left to each bidder to determine how many individuals are required and how most efficiently to use personnel to meet contract requirements. The IFB does not contain any minimum manning requirements. Rather, the specifications require bidders to provide "necessary" personnel. In this context, we do not believe that reference to the use of two crews on certain days can reasonably be understood as requiring four individuals, irrespective of the work to be performed.

We also disagree with Cheshier's argument that the requirement for each crew to have a quality control representative is inconsistent with the use of one-person crews. The quality control representatives' duties are to ensure that the work meets contract requirements and to submit daily quality control reports. Although this responsibility requires some effort in addition to cleaning, nothing in the solicitation indicates that this duty may not be performed by an employee whose duties also include cleaning.

We conclude that the IFB was not ambiguous, and we deny the protest.

*for*   
Harry R. Van Cleve  
General Counsel